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Letter Contract No. ST-505

The Firewel Company, Inc.  
3685 Broadway  
Buffalo, New York

Attention: Donald S. Nesbitt, President

Dear Sirs:

1. Introduction:

An order is hereby placed with The Firewel Company, Inc. (hereinafter referred to as the Contractor) for the furnishing to the Government of the supplies and services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed:

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the manufacture of the supplies or performance of the services called for herein, and to pursue such work with all diligence to the end that the supplies may be delivered or services performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulation in effect on the date hereof and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

7-103.1 (Definitions); 7-103.2 (Changes); 7-103.3 (Extras);  
7-103.4 (Variation in Quantity); 7-103.5 (Inspection);  
7-103.6 (Responsibility for Supplies); 7-103.7 (Payments);  
7-103.9 (Additional Bond Security); 7-103.10 (Federal,  
State and Local Taxes); 7-103.11 (Default); 7-103.12  
(Disputes); 7-103.13 (Notice and Assistance Regarding  
Patent Infringement); 7-103.14 (Buy American Act);

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7-103.16 (Eight-Hour Law of 1912); 7-103.17 (Walsh-Hesley Public Contracts Act); 7-103.18 (Nondiscrimination in Employment); 7-103.19 (Officials Not to Benefit); 7-103.20 (Covenant Against Contingent Fees); 6-701 (Termination for Convenience of the Government); 7-104.3 (Employment of All ns); 7-104.4 (Neutrality Act of 1939); 9-104 (Filing of Patent Applications); 9-105 (Patent Indemnity); 9-107 (Patent Rights); 9-103 (Reporting of Royalties); 9-202 (Copyright); 7-104.12 (Military Security Requirements); 7-104.14 (Utilization of Small Business Concerns); 7-104.15 (Examination of Records); 7-104.16 (Gratuities); 7-104.17 (Convict Labor); and 13-502 (Government Furnished Property).

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amount finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claims or shall be taken into account at the time of execution of the Definitive Contract contemplated herein.

#### 4. Provision for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Government looking to the execution of a Definitive Contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in contracts for supplies or services of the kind herein described. The Definitive Contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such Definitive Contract will be executed before 15 June 1954 and will be a firm fixed-price supply contract, subject to negotiation of firm prices on the various items.

#### 5. Authority to Obligate Funds, and Subcontracts:

The Contractor is not authorized to expend or obligate, in furtherance of its performance hereunder, more than \$15,000.00 in the aggregate. No contract, regardless of the amount thereof, shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts or work herein called for, without the written approval of the Contracting Officer as to sources.

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